The English rule is well settled that when goods are accepted by a carrier marked to a point beyond its own line, the initial carrier is liable for losses occurring on the lines of connecting carriers, in the absence of other contract, such acceptance constituting a *prima facie* case. *Muschamp* v. *Lancaster, etc., Ry.* Co., 8 M. & W. 421. It is followed by many American courts. *Louisville, etc., R. Co.* v. *Meyer,* 78 Ala. 597; *Southern Exp. Co.* v. *Shea,* 38 Ga. 519; *St. Louis, S. W. Ry. Co.* v. *Elgin Condensed Milk Co.,* 175 Ill. 557; *Halliday* v. *Ry. Co.,* 74 Mo. 159; *Baltimore, etc., R. Co.* v. *Campbell,* 36 Ohio St. 647; *Weed* v. *Saratoga, etc., R. R. Co.,* 19 Wend. 534; *Louisville, etc., R. R. Co.* v. *Campbell,* 7 Heisk 253; *Kyle* v. *R. R.,* 10 Rich. (S. C.) 382; *Hansen* v. *F. & P., etc., R. R. Co.,* 73 Wis. 346; *The Nashua Lock Co.* v. *W. & N. R. R. Co.,* 48 N. H. 339. Where adopted, this rule is based upon public convenience, it being held to be unreasonable to require a shipper to look to other than the carrier to whom he delivered the goods, or to ascertain at his peril upon what line the loss occurred. The weight of authority, however, supports what is known as the American rule, holding that the initial carrier is not liable beyond its own line, in the absence of express contract, the burden of proving which is upon the shipper. *Pennsylvania R. R. Co.* v. *Jones,* 155 U. S. 333; *Cincinnati, N. O. & T. P. Ry. Co.* v. *Fairbanks,* 90 Fed. 467; *Cavallaro* v. *T. & P. Ry. Co.,* 110 Cal. 348; *Elmore* v. *N. R. R. Co.,* 23 Conn. 456; *Savannah, etc., R. R.* v. *Harris,* 26 Fla. 148; *Thomas* v. *F. & C. Ry. Co.,* 25 Ky. Law Rep. 1051; *Hoffman* v. *C. V. R. R. Co.,* 85 Md. 391; *Burroughs* v. *N. & W. R. R. Co.,* 100 Mass. 26; *Condict* v. *G. T. R. R. Co.,* 54 N. Y. 500; *Knight* v. *P. & W. R. R.,* 13 R. I. 572; *Hunter* v. *S. P. Ry. Co.,* 76 Tex. 195; *Hadd* v. *U. S. & C. Express Co.,* 52 Vt. 335; *McConnell* v. *N. & W. R. R. Co.,* 86 Va. 248. The English cases, however, go further than the rule as laid down in *Muschamp's Case,* holding that the initial carrier only can be held, on the theory that no privity exists between the shipper and the connecting carrier. HUTCHINSON, CARRIERS, § 229, and cases there cited. Of the American cases that have followed the rule in *Muschamp's Case,* Georgia alone has gone to the extent of holding to this latter modification. *Mosher* v. *So. Exp. Co.,* 38 Ga. 37; *Southern Exp. Co.* v. *Shea,* Id. 519; *Falvey* v. *Ga. R. R.,* 76 Ga. 597; *Cohen* v. *So. Exp.* Co., 45 Ga. 148. By § 2298 of its Code, the rule in Georgia was modified so as to allow actions against the connecting and terminal carriers. This remedy, however, has been held not to have abolished the old rule, but to be cumulative. *Falvey* v. *Ga. R. R.,* 76 Ga. 597. Hence the remedy exists against the initial carrier as before the statute. The principal case sustains this doctrine in holding the terminal carrier not liable. The English rule must therefore be deemed to be in force to its fullest extent, in the absence of contract to the contrary, assented to by the shipper.

COLOR OF TITLE AS EXTENDING POSSESSION OF ADVERSE CLAIMANT—DEED TO CLAIMANT'S VENDOR.—Where one claiming title to land by adverse possession went into possession of a part of the tract under a parol contract of sale, and

received the deed to his vendor, *held,* that such deed was not sufficient "color of title" to extend his possession to the entire tract described in the deed, but that the title acquired was limited to his possessio pedis. *Howell* v. *Henry* (1908), — Ala. —, 47 South. 132.

As to what constitutes "color of title," the cases are in conflict. In a number of cases it has been held that a writing or document is not essential. *Lebanon Min. Co.* v. *Rogers,* 8 Colo. 34, 5 Pac. 661; *McClellan* v. *Kellogg,* 17 Ill. 498; *Teabout* v. *Daniels,* 38 Iowa 158; *Vancleave* v. *Milliken,* 13 Ind. 105; *Sumner* v. *Stevens,* 6 Metc. 337; *Rannels* v. *Rannels,* 52 Mo. 108; *Cooper* v. *Ord,* 60 Mo. 420; *M'Call* v. *Neely,* 3 Watts 69; *Green* v. *Kellum,* 23 Pa. St. 254, 62 Am. Dec. 332; *Baker* v. *Hale,* 6 Baxt. 46; *Bell* v. *Longworth,* 6 Ind. 273. The tendency of more recent decisions, however, seems to be toward the opposite view. *Knight* v. *Lawrence,* 19 Colo. 425, 36 Pac. 242; *Doyle* v. *Wade,* 23 Fla. 90, 1 South. 516, 11 Am. St. Rep. 334; *Roe* v. *Kersey,* 32 Ga. 152; *Hobby* v. *Alford,* 73 Ga. 791; *Converse* v. *Calumet River Ry. Co.,* 195 Ill. 204, 62 N. E. 887; *Armijo* v. *Armijo,* 4 N. Mex. 57, 13 Pac. 92; *Williams* v. *Scott,* 122 N. C. 545, 29 S. E. 877; *Finch* v. *Trent,* 3 Tex. Civ. App. 568, 22 S. W. 132, 24 S. W. 679; *Tennessee Coal, etc., Co.* v. *Linn,* 123 Ala. 112, 26 South. 245, 82 Am. St. Rep. 108; *Brooks* v. *Bruyn,* 35 Ill. 392; *Fugate* v. *Pierce,* 49 Mo. 441. See note to *Power* v. *Kitching,* 88 Am. St. Rep. 691. The decision in the principal case is rested mainly on the authority of *Tennessee Coal, etc., Co.* v. *Linn,* supra, in which it was held that extending adverse possession, under a parol contract of sale, to the boundary lines as fixed by the contract, is limited in its application as between vendor and vendee, or in case of an execution sale, to the defendant in execution and the purchaser thereat; and that, when no such relation exists between the parties and their privies, the possession of the adverse holder is limited to his possessio pedis, unless he holds under written color of title. However, TYSON, J., in delivering the opinion of the court, dissented from the view entertained by the majority on this point, and, in giving his reasons, says: "Just why a verbal contract fixing the boundaries of the purchaser's possession is not of equal dignity, and entitled to the same weight, when clearly proven, as a void, unrecorded writing, to serve as a guide in determining his entry, and fix its character, I am unable to see." It would seem, on principle, that a parol contract for the sale of land, rendered valid under the statute of frauds through performance on the part of the vendee, accompanied by the delivery to the vendee of the deed to his vendor, would satisfy the reasons for the requirement of "color of title" fully as well as, if not better than, a void deed to the vendee. The rule adopted by the Indiana court in *Bell* v. *Longworth,* supra, seems to be a reasonable one, in that it pays more regard to the reasons for requiring "color of title" in such cases than to any narrow and arbitrary definition of that term. It is: that where a party is in possession of land under and in pursuance of a state of facts which of themselves show the character and extent of the entry and claim, such facts constitute "color of title," and are constructive notice to all the world of the character and extent of the claim. A similar rule was followed in *Stanley* v. *Shoolbred,* 25 S. C. 181.